

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States District Court
Southern District of Texas
ENTERED

ESTATE OF MOISES DELAO and §
NICOLASA DELAO, Individually §
and as Next Friend of JUAN DELAO, §
MARIA DELAO, MOISES DELAO, §
JR., MAIRA DELAO, and JESUS §
DELAO, Minors §

JUL 01 1997

Michael N. Milby, Clerk of Court

VS.

CIVIL ACTION NO. H-95-4064

THE CITY OF PASADENA

JURY

AGREED FINAL JUDGMENT

On this day came on to be heard the above captioned cause, when came plaintiffs, Nicolasa Delao, as representative of the Estate of Moises Delao, and, individually and as next friend of the minor children of Nicolasa and Moises Delao, Juan Delao, Maria Delao, Moises Delao, Jr., Maira Delao and Jesus Delao, and the City of Pasadena, defendant, by and through their attorneys of record, and announced to the Court that, subject to the approval of the Court, all causes asserted by the plaintiffs against defendant have been compromised and settled. Thelma Elizalde represents the interests of the minor plaintiffs, Juan Delao, Maria Delao, Moises Delao, Jr., Maira Delao and Jesus Delao as their duly appointed guardian ad litem. This judgement resolves any and all causes of action by plaintiffs against defendant.

Upon considering the evidence as to the relationship of Nicolasa Delao Moises Delao and to the minor plaintiffs, Juan Delao, Maria Delao, Moises Delao, Jr., Maira Delao and Jesus Delao, the Court concludes and finds that Nicolasa Delao is the proper party to represent the estate of Moises Delao and the proper party to represent the interests of the minor plaintiffs as their next friend, and

that Thelma Elizalde has properly represented the interests of Juan Delao, Maria Delao, Moises Delao, Jr., Maira Delao and Jesus Delao as their duly appointed guardian ad litem.

The Court further finds that the parties have entered into an Agreement of Settlement, Release and Indemnification. It was announced to the Court that there has been no admission of liability on the part of defendant and that all causes asserted in this lawsuit are the subject of controversy and disagreement among all the parties. Having reviewed the terms and conditions of the Agreement, the Court thereupon called for evidence relating to such agreement of settlement.

After hearing the evidence pertaining to the manner in which the events occurred, the nature and extent of all the injuries and damages sustained by the minor plaintiffs, and after hearing all other evidence pertaining to the matters involved herein, the Court is of the opinion that such Agreement of Settlement, Release and Indemnification is in the best interests of the minor plaintiffs, Juan Delao, Maria Delao, Moises Delao, Jr., Maira Delao and Jesus Delao, and the Court does hereby approve the settlement.

After hearing the evidence pertaining to Nicolasa Delao individually and as representative of the estate of Moises Delao, the Court finds that the lawsuit filed by her has been fully compromised and settled.

The Court further finds that attorneys' fees and costs have been or will be paid out of the proceeds of the settlement funds. It is ORDERED that Nicolasa Delao individually and as representative of the estate of Moises Delao and as next friend of the minor children Moises Delao, Juan Delao, Maria Delao, Moises

Delao, Jr., Maira Delao and Jesus Delao, take nothing of defendant by reason of this lawsuit and that no further attorneys' fees and costs are to be awarded to plaintiffs or their attorneys, and that this judgment is fully and finally satisfied and discharged as to the defendant except as to fees for the guardian ad litem, in the amount of \$5,837.00 (five thousand eight hundred thirty-seven dollars) which are to be paid to Thelma Elizalde in accordance with the Agreement of Settlement, Release and Indemnification and upon entry of this Judgment. Upon entry of the Final Judgment, the duties of the guardian ad litem are satisfied. Thelma Elizalde is completely and fully discharged, with no further responsibilities to the minor plaintiffs.

It is further ORDERED by the Court that the defendant be, and is hereby, fully, finally and forever relieved and discharged from any and all liability as a result of the injuries and damages made the basis of this suit.

It is further ORDERED by the Court that terms of the settlement agreement entered into by the parties be kept confidential.

It is further ORDERED by the Court that any and all relief sought or prayed for by any of the parties hereto or which might have been sought, which is not herein specifically granted, be and the same is hereby, in all things DENIED.

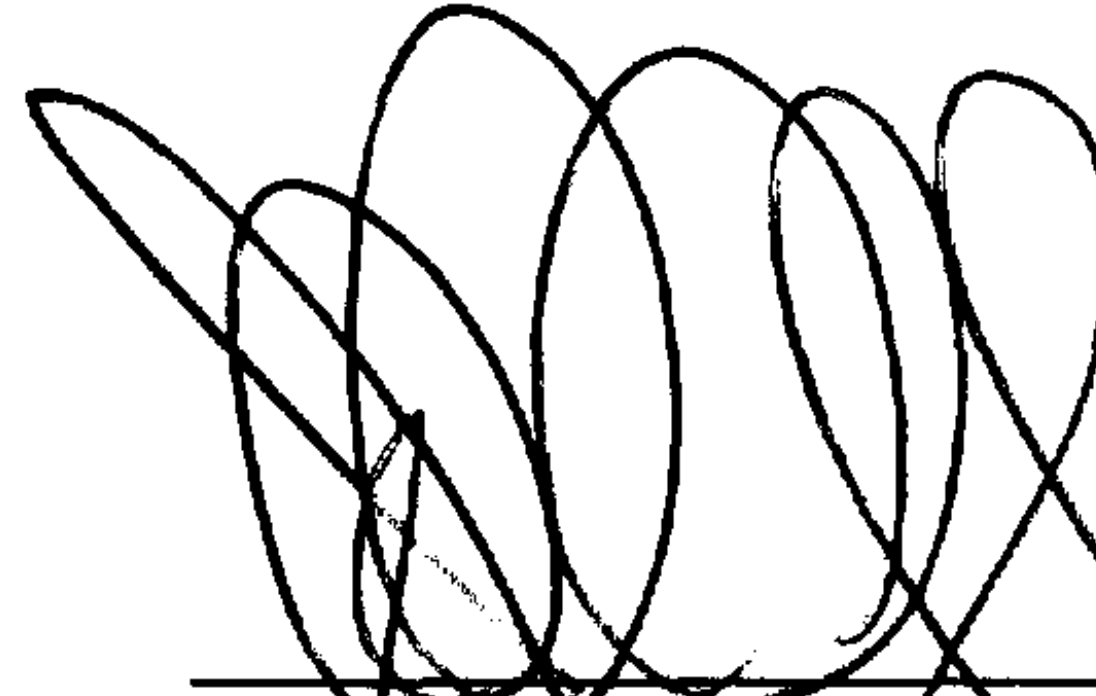
Signed this 30th day of JUNE, 1997.


JUDGE PRESIDING

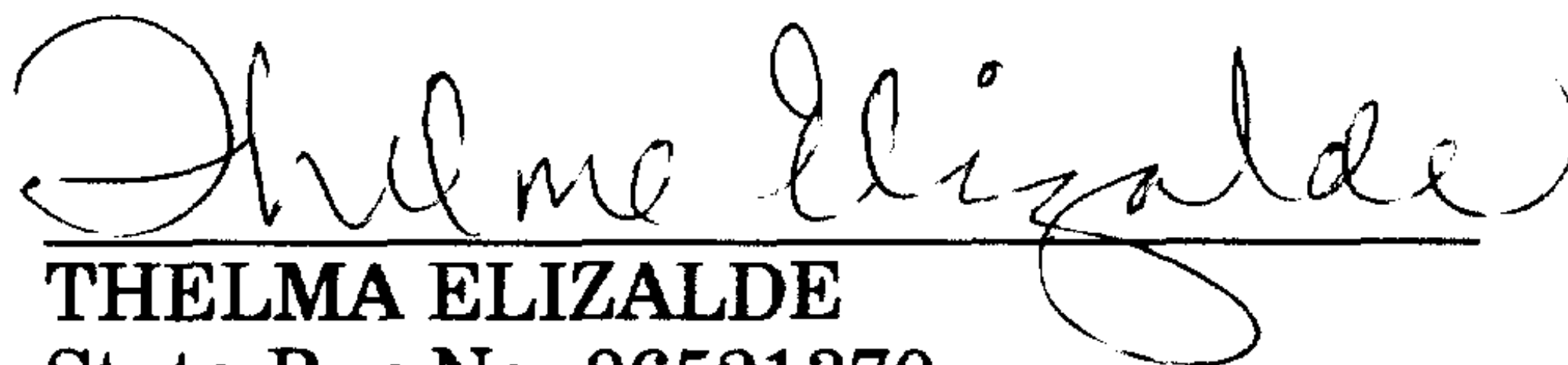
AGREED:



JOAN E. PORTER
State Bar No. 16149980
2425 West Loop South, Suite 755
Houston, Texas 77027
Telephone: 713-960-1188
Fax: 713-960-1810
ATTORNEY FOR DEFENDANT



JOEL ANDROPHY
State Bar No. 01254700
3704 Travis
Houston, Texas 77002
Telephone: 713-529-5622
Fax: 713-529-3785
ATTORNEY FOR PLAINTIFF



THELMA ELIZALDE
State Bar No. 06521370
311 West 31st Street
Houston, Texas 77018
Telephone: 713-802-0060
Fax: 713-802-0070
GUARDIAN AD LITEM